



## STUDIO RENTAL AGREEMENT

This STUDIO RENTAL AGREEMENT is between the Renter and The One Studio

By engaging to rent The One Studio located at Unit 54, Atlantic Business Center, Atlantic Street, Altrincham (herein after referred to as the “Company”) you, the undersigned (herein referred to as the “Renter”), hereby state that you have read, fully understand and agree to be bound by the following terms and conditions.

### 1. Payment:

Renter will provide payment for all reservations of studio in accordance with the requirements of the booking system. Renter’s date will not be held until the deposit payment is received and cleared.

### 2. Cancellations and Refunds:

Cancelling any studio bookings must be done 48 hours prior to your booking date.

Refunds will only be issued for cancellations done in accordance with the cancellation period stated above.

### 3. Length of Use:

Rental periods are available in 6-Hour Day slots starting at 10am and ending at 4pm.

30 minutes is allowed before this period for set up and 30 minutes after for studio clean up.

If the studio is not satisfactorily returned to the state it was prior to the rental period, a clean-up fee of £35 will be levied.

Do not arrive late – Renter’s rental time begins promptly at the designated starting time and ends promptly at the designated ending time.

There will be NO exceptions to this.

### 3. Terms of Use:

Use of our studio and our equipment is **AT RENTER’S OWN RISK**. Renter hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on our premises. Renter agrees to leave the studio and grounds in the same condition as they were when Renter arrived. Renters are solely responsible for any legal infractions Renter or members of Renter’s party make during the conduct of the shoot, be they in our studio or elsewhere. This includes parking tickets, all other violation, and legal action resulting from the conduct of the shoot, taken at whatever time. Renter agrees to hold harmless The One Studio, its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter’s self or anyone who accompanies Renter while on our premises.

Renter will note that the Studio floor is laminate and any spillages of fluids can damage the floor. Renter will therefore take every precaution required to ensure no damage to the floor occurs and any spillages are IMMEDIATELY wiped dry and clean. We advise the renter to fully examine the floor for damage prior to the rental start and make the Company aware of such discovered damage.

# TheOneStudio.

Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on our premises. Renters are solely responsible for the safety and well-being of any models Renter engages. Renter understands that if the Company observes dangerous, pornographic, or negligent practices or activities are being engaged in the Company reserves the right to stop the shoot and require Renter and Renter's party to leave immediately — HOWEVER, Company assumes NO RESPONSIBILITY to act in such cases. Renter agrees to hold The One Studio, its agents, representatives, and anyone acting on behalf of Company completely harmless from any action, legal or otherwise, that results from Renter's conduct. Renters are solely responsible for verifying that all models employed during Renter's rental period are of legal age for the activities they are to be engaged in. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going. Renter agrees that someone a Company representative will be present in the studio at all times Renters are using it.

#### **4. Equipment:**

The Company provides the renter with equipment and material as stated at the end of this contract. Company agrees to provide such equipment in good working order but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Company is not liable for acts out of its control that affect the shoot, such as power outages, weather or emergencies. Renter agrees everything is in working order and bulbs are all fully functioning and correct if renting lights. The One Studio reserves the right check equipment up to 72hrs after the rented period if not used in other sessions for damaged lights.

Any damage to the equipment in any way must be paid for by the Renter. The cost of repair or replacement will be provided at cost and proof of cost will be given to the Renter in such cases. The renter is therefore advised to examine and test all provided equipment carefully for any non-operation or damage.

A series of backgrounds are made available for the Renter to use. The Renter will state which backgrounds they are going to use and must adhere to this unless they inform the Company otherwise. Soiled or damaged backgrounds are deemed unusable and Renter agrees that any such soiled or damaged backgrounds must be paid for at the end of the rental period at the rate stated in The One Studio Rate website.

#### **5. Arbitration:**

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the Arbitration Association. This arbitration will take place in Altrincham County Court. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the Arbitration Association, that they will faithfully observe this agreement and the Rules, and that they will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than £500.

## **6. Miscellany:**

This Agreement incorporates the entire understanding and agreement between the Client and the Company. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws England shall govern this Agreement. The parties have read both this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

## **7. Rates**

The rental rates for The One Studio are as shown on the website's booking system and are subject to change without prior notice.